

Lewis Ave. (York House Rd. and 14th St.); Traffic Signal Interconnect:
City of Waukegan Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D. 2008 SESSION

JUNE 10, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and the City of Waukegan for the improvement to the traffic control signals situated at fourteen (14) intersections along Lewis Avenue between York House Road and 14th Street, via a CMAQ grant awarded to the County by the State of Illinois. This improvement is designated as Section 08-00082-06-TL.

WE RECOMMEND adoption of this resolution.

	Aye	Nay		Aye	Nay
<u>Anna Kelly</u> ✓			<u>Chair</u> x		
<u>Chair</u>			<u>Vice-Chair</u> ✓		
<u>Vice-Chair</u>			<u>Michael P. Callbutt</u> ✓		
<u>Ann B. Maire</u> ✓			<u>James M. Markson</u> x		
<u>Theresa Douglas</u> ✓			<u>Carol Calabrese</u> ✓		
<u>Public Works and Transportation Committee</u>			<u>Financial and Administrative Committee</u>		

RESOLUTION

WHEREAS, portions of Lewis Avenue (*County Highway 27*) is a designated route on the County Highway system; and

WHEREAS, there are fourteen (*14*) signalized intersections along Lewis Avenue between York House Road (*County Highway 65*) and 14th Street (*County Highway 13*); and

WHEREAS, Lake County by and through its Division of Transportation has secured CMAQ grant funding for improvements to the traffic control signals situated at fourteen (*14*) intersections along Lewis Avenue between York House Road and 14th Street; and

WHEREAS, Lake County and the City of Waukegan are desirous of entering into an agreement stating the terms and conditions to provide the local match for said CMAQ funding, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County, Illinois, are authorized, and are hereby directed to enter into an agreement between Lake County and the City of Waukegan stating the terms and conditions for the local match of the above-said CMAQ funding providing for the improvements to the traffic control signals situated at fourteen (*14*) intersections along Lewis Avenue between York House Road and 14th Street and designated as Section 08-00082-06-TL. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

Dated at Waukegan, Illinois
this 10TH day of June 2008

Local Agency City of Waukegan	County of Lake, Illinois Intergovernmental Agreement for County Participation	Traffic Signals Upgrade County Section 08-00082-06-TL
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THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the above-named Local Agency, an Illinois Municipal Corporation, a division of an Illinois Municipal Corporation or a Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s) Lewis Avenue (County Highway 27)

Project Limits York House Road to 14th Street

Fourteen (14) Traffic Signal Locations

Project Description

This project shall also be known as County Section 08-00082-06-TL. The project consists of the following: the upgrading of traffic control signals and equipment which may or may not include emergency pre-emption system(s) (EVPS) (hereinafter referred to as TRAFFIC SIGNALS) at multiple locations along Lewis Avenue, between York House Road and 14th Street. This AGREEMENT addresses work contemplated at the following intersections (hereinafter referred to as the INTERSECTIONS): (1) 14th Street, (2) 10th Street, (3) 8th Street / Dugdale Road (a five-legged intersection), (4) Belvidere Road, (5) Washington Street, (6) Brookside Avenue, (7) Grand Avenue, (8) Ridgeland Avenue, (9) Glen Flora Avenue, (10) Harding Avenue, (11) Roger Edwards Avenue, (12) Williamsburg Drive, (13) Sunset Avenue and (14) York House Road. The project shall also include all other work necessary to complete the improvements in accordance with the approved plans, specifications and estimates. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof.

The LA has applied for and received Congestion Mitigation/Air Quality (CMAQ) federal funding. Federal funding in the amount of \$121,296 has been approved through the Illinois Department of Transportation (IDOT) for the so-called "Phase II" design engineering costs, and it is anticipated that an additional \$1,878,704 in CMAQ federal funding will be approved for so-called "Phase III" construction and construction engineering costs relating to this project. Either of the project phases as heretofore described (i.e., Phase II or Phase III) may be referred to as a PHASE or in the collective as PHASES.

AGREEMENT PROVISIONS

A. THE LOCAL AGENCY AGREES:

- 1 To transfer to the COUNTY the role and status of Project Sponsor (commonly referred to as "lead agency") for the above-named project, namely County Section 08-00082-06-TL (cross-reference CMAQ Application Number SI10072670, TIP ID Number 10-06-0063).
- 2 To approve the plans, specifications and estimates for the TRAFFIC SIGNALS and interconnect as prepared by the COUNTY using specifications in accordance with current County standards as incorporated into the COUNTY's "PASSAGE" system (the County's Intelligent Transportation System). Said approval shall not be unreasonably withheld.

B. THE COUNTY AGREES:

- 1 To assume from the CITY the role and status of Project Sponsor (commonly referred to as "lead agency") for the above-named project, namely County Section 08-00082-06-TL (cross-reference CMAQ Application Number SI10072670, TIP ID Number 10-06-0063).
- 2 To pay the LA's portion of the project's PHASE costs, equivalent to twenty percent (20%) of total PHASE costs, also referred to as the "local match," under the Congestion Mitigation/Air Quality (CMAQ) federal funding program, per the cost-sharing arrangement detailed in the attached ADDENDUM 1.

C. IT IS MUTUALLY AGREED:

- 1 That two (2) separate intergovernmental agreements entitled, "MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH CITY-OWNED TRAFFIC CONTROL DEVICES" and "MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL DEVICES" exist and that both intergovernmental agreements have been adopted by both the LA and the COUNTY.

It is further mutually agreed by and between the Parties hereto that the energy costs, maintenance costs and future costs for the TRAFFIC SIGNALS shall be borne by the COUNTY and the LA in accordance with the Terms and Provisions of said separate intergovernmental agreement.

- 2 By and between the Parties hereto that, should the COUNTY not receive the anticipated Congestion Mitigation/Air Quality (CMAQ) federal funding for any PHASE, all provisions put forth under THIS AGREEMENT for that PHASE shall become void, and the COUNTY shall not be required to participate financially in the improvements to the TRAFFIC SIGNALS contemplated herein for that PHASE or portion thereof.

- 3 By and between the Parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to supersede or take the place of any other agreement that is in full force and effect on the effective date of THIS AGREEMENT that either party has duly entered into with the State of Illinois.

- 4 By and between the Parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY highways as may be best determined, as provided by law.

It is further mutually agreed by and between the Parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to install, upgrade, perform maintenance upon or remove cables designed for the purpose of transmitting traffic-management data.

- 5 By and between the Parties hereto that the work as contemplated herein on any roadways that are not part of the designated County Highway System of Lake County are authorized by the LA and the COUNTY, in accordance with 605 ILCS 5/5-408 and/or 605 ILCS 5/5-701.7(c).

- 6 By and between the Parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship or co-Partners between the Parties hereto, or as constituting the COUNTY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the LA for any purpose, or in any manner, whatsoever. The COUNTY is to be and shall remain independent of the LA with respect to all services performed under THIS AGREEMENT.

- 7 That each Party to THIS AGREEMENT warrants and represents to the other Party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such Party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each Party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any government, commission, board, bureau, agency or instrumentality applicable to such Party.

- 8 THIS REVISED AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS REVISED AGREEMENT affix their signatures.

- 9 By and between the Parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County, Illinois by each of the Parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

- 10 By and between the Parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
- 11 By and between the Parties hereto that THIS AGREEMENT contains the entire agreement of the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.
- 12 By and between the Parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the Parties.
- 13 By and between the Parties hereto that THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 14 By and between the Parties hereto that THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA shall not assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the COUNTY.
- 15 By and between the Parties hereto that THIS AGREEMENT shall remain in full force and effect for such a period of time as the agreements for the PHASE costs of the CMAQ project agreement between the COUNTY and IDOT for the TRAFFIC SIGNALS remain in place, in use, and in effect.

IN WITNESS WHEREOF, the Parties hereto have caused THIS AGREEMENT to be executed by their duly authorized officers as of the dates below indicated.

Local Agency		County of Lake	
By: <u>Richard A. Hyde</u>	By: _____	Chair, Lake County Board	
Title: <u>Mayor</u>	_____		
Date: <u>5/21/08</u>	Date: _____	_____	
Attest: <u>Wayne M. B. M. LeClerc</u>	Attest: _____	Clerk, Lake County	
Title: <u>Deputy Clerk</u>	_____		

Recommended for Execution

County Engineer/ Director of Transportation